

Contract no. 1460 Final Signed T  
Copy

---

THREE YEAR CONTRACT PROPOSAL

between

NEW JERSEY STATE F.M.B.A. LOCAL #84

and

HAMILTON TOWNSHIP FIRE DISTRICT #6

MERCER COUNTY, NEW JERSEY

---

Date:

---

## INDEX

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
I	PURPOSE.....	1
II	RECOGNITION.....	1
III	DURATION OF AGREEMENT.....	2
IV	DISCRIMINATION.....	2
V	SICK TIME AND DISABILITY.....	3
VI	BEREAVEMENT.....	7
VII	HOURS OF WORK AND OVERTIME.....	7
VIII	UNIFORMS.....	9
IX	HEALTH BENEFITS AND HOSPITALIZATION.....	10
X	VACATION.....	11
XI	HOLIDAYS.....	12
XII	SALARIES.....	13
XIII	PENSIONS.....	14
XIV	GRIEVANCE PROCEDURE.....	14
XV	MAINTENANCE OF BENEFITS.....	19
XVI	GENERAL PROVISIONS.....	19
XVII	POST-TERMINATION EMPLOYMENT.....	20
XVIII	PERSONNEL FILES.....	20
XIX	EMPLOYEE REPRESENTATION.....	21
XX	MANAGEMENT RIGHTS.....	21
XXI	FMBA BUSINESS LEAVE.....	22
XXII	DUES CHECK-OFF.....	22
XXIII	TRAINING AND EDUCATION.....	24
XXIV	DISCIPLINE PROCEDURES.....	24
XXV	MILITARY LEAVE.....	25
XXVI	MISCELLANEOUS PROVISIONS.....	25

AGREEMENT made this                      day of                      1991 by  
and between the Board of Fire Commissioners, Hamilton Township  
Fire District No. 6, hereinafter referred to as the  
"Commissioners" and the Fireman's Mutual Benevolent Association  
(Local #84), hereinafter referred to as "FMBA".

ARTICLE I. Purpose

It is the purpose of this Agreement to define the terms and  
conditions of employment for members of the bargaining unit.

ARTICLE II. Recognition

Section 1.      The Commissioners recognize the FMBA Local #84  
as the exclusive collective bargaining representatives for all  
paid fire prevention and suppression employees of the  
Commissioners of Fire District No. 6, Hamilton Township.

Section 2.      Excluded are:

- A. Supervisors
- B. Managerial Executives
- C. Volunteer firefighters not paid employees of the  
District
- D. Confidentials
- E. Police and Craft Employees
- F. Professionals
- G. Non-Firefighting Employees

ARTICLE III. Duration of Agreement

The Commissioners and the FMBA agree that the duration of this Agreement shall be for a period of three (3) years commencing January 1, 1991 and ending December 31, 1993. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 1993) set forth herein until the parties have agreed mutually upon new Agreement. As noted elsewhere in this agreement, the parties have agreed that Article XIII (Pensions) may be the subject of contract reopener. Commissioners agree that if it should become lawful to enroll employees in the Police and Fire Retirement System the Commissioners will undertake to do so.

ARTICLE IV. Discrimination

The Commissioners and the FMBA both recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for or condition of employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the FMBA Local #84, or do anything to interfere with the exclusive representative of the Employees in the appropriate bargaining unit.

ARTICLE V. Sick Time and Disability Provisions

Section 1. Each employee receive twelve (12) hours sick time per month for a total of one hundred and twenty <sup>144</sup> (120) working hours per year from the date of employment to the date employment terminates. Sick time shall be cumulative and each employee shall be paid for one half of their accumulated sick time upon retirement or termination in the Hamilton Township Fire District No. 6.

Section 2. Payment for accumulated sick leave shall be calculated by dividing the highest base salary attained by that employee at the time of termination of employment (excluding overtime) by fifty two (52). Said calculation will arrive at a weekly rate, which shall then be divided by 42. Said calculation will arrive at an hourly rate, which shall then be multiplied times 50% of accumulated sick time, thus arriving at the amount of the lump sum payable to the employee. Such payment shall not exceed a total of \$16,000.00.

Section 3. Each employee's sick time accrued prior to this Agreement shall be mutually agreed upon by both parties and shall be included in addition to sick time provided for by this Agreement.

Section 4. An employee may take sick time for any of the following reasons:

a. Personal illness or personal incapacity to such an extent as to render the employee unable to perform his or her duties adequately.

b. Attendance to members of the immediate family whose illness requires the care of such employee.

Section 5. Employees are subject to disciplinary action by the Commissioners for the willful, malicious and negligent use of sick leave by the employee.

Section 6. Service connected disabilities shall be treated in the following manner:

a. Employees who are injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been substantiated by a physician appointed by the Board. Said sick leave will not be chargeable under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmen's Compensation Act for Temporary Disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

b. The employee shall be required to present evidence by certificate of an Board's physician that he or she is unable to work and the Commissioners may reasonably require the said employee to present such certificates from time to time.

c. In the event a conflict arises with respect to a definition of major illness or injury between the parties, a meeting will be convened between the Commissioners and the FMBA for the purpose of arriving at a final determination.

d. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Commissioners or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

e. For purpose of this Article, injury or illness incurred while the employee is attending trianing program sanctioned by the Commissioners shall be considered in the line of duty.

f. In the event of a dispute as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

g. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.

h. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, priveleges or benefits, subject to the employee's ability to perform all duties and functions required by the position.

Section 7. When reporting in sick, the driver shall call the driver on duty who, in turn, will try to get a replacement. If a replacement cannot be found, the Commissioner in charge will be notified. Driver calling in sick should give at least two (2) bours notice.

Section 8. The heirs, assigns or designees of an employee within the Fire District whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1.



Section 9. Any employee of the District who reports for duty and subsequently reports off duty due to illness after at least four (4) hours from shift start will be charged against sick time only those hours actually not worked; if he reports off sick before completing four (4) hours of his shift he will be charged sick leave for his full shift.

ARTICLE VI. Bereavement

Any employee suffering bereavement by reason of death in his or her family, including spouse, children, parents, grandparents, brothers, sisters and parents-in-law shall receive up to three (3) working days from the day of death to the day after the funeral for the purpose of attending the funeral or arranging for personal affairs. In the discretion of the Commissioners paid or unpaid leave for attendance at a funeral requiring extended travel may be permitted.

ARTICLE VII. Hours of Work and Overtime

Section 1. The work week for full time employees shall consist of an average of forty-two (42) hours per week over an eight week cycle as set by the Commissioners:

a. Rotating shifts consisting of ten (10) hour day shifts and fourteen (14) hour night shifts.

b. The work week for the fire inspector and/or part time fire official shall consist of eight (8) hour day shifts Monday through Friday.

Section 2. Work Schedule: Work schedules showing the employee's shifts, work days and hours, shall be posted at all times in the station. Except in emergency, one (1) week advance notice will be given for the purpose of shift changes. Emergency is hereby defined as any situation which jeopardizes the public health, benefit, safety and welfare, as defined by New Jersey State Law, Hamilton Township Ordinance, or at the discretion of the Commissioners.

Section 3. Overtime:

a. Employees shall be compensated for overtime on an hourly rate based on a forty two (42) hour week, except in the case of the Fire Inspector whose overtime shall be based on a forty (40) hour week. *Part Practice I.M.* The Commissioners must define the work week (in hours) according to the FLSA. This must be reduced to writing. Employees shall be entitled to time and one half for overtime as required by the Fair Labor Standard Act (553.230 et seq.)

b. An employee who is recalled to work overtime for any reason, shall receive a minimum of three (3) hours of pay.

c. If said employee is performing the responsibilities of another position or title and thus acting in the same capacity for longer than a two (2) week period, said employees salary should reflect that position or title salary for all time worked.

d. Employees covered under this Agreement shall be offered the right of first refusal with regard to any overtime situation created through the use of any leave under two consecutive weeks under this Agreement or any other cause of overtime sanctioned by the Commissioners.

#### ARTICLE VIII. Uniforms

Section 1. The Commissioners agree to supply each employee with work station uniforms upon initial hiring and pay an annual maintenance allowance as follows:

Inspectors - five (5) sets of shirts, (one per day) three (3) long sleeve shirts, two (2) short sleeve shirts, five (5) pairs of pants, one (1) pair of coveralls, one (1) pair of shoes and one (1) jacket plus three hundred and fifty dollars (\$350.00) maintenance and allowance per year in 1991, 1992 and 1993.

Drivers - four (4) sets of shirts, two (2) long sleeve shirts, two (2) short sleeve shirts, four (4) pairs of pants, one (1) jacket, one (1) pair of shoes, one (1) pair of coveralls plus three hundred and fifty dollars (\$350.00) maintenance allowance per year in 1991, 1992 and 1993.

The clothing maintenance allowance shall be paid during the first pay period in March.

Section 2. Coveralls are to be worn when working around the station and apparatus and doing any other work which would excessively soil uniforms.

Section 3. If at any time the Commissioners make any uniform change, the initial cost of requiring each employee to change uniforms shall be borne by the Commissioners.

Section 4. Any employee who has had his or her uniform damaged in the line of duty shall have that portion or all of the uniform completely replaced and the costs shall be borne by the Commissioners.

ARTICLE IX. Health Benefits and Hospitalization

Section 1. The Commissioners shall provide to all employees and their families hospitalization and sickness insurance under the New Jersey State Health Benefits Plan. The Commissioners shall also provide to all unit employees and their families major medical benefits pursuant to the State Health Benefits Plan. Increased costs for option plans (like HMO), which are selected by the Employee shall be borne by the Employee, if any.

Section 2. Dental Benefits: The Commissioners shall provide, at no cost to the employee, full dental coverage for each employee and his family through the Delta Dental Plan or a comparable plan. (If available, orthodontic coverage will be provided at a cost to the Commissioners not to exceed \$48.00 per year per employee for family coverage or \$24.00 for individual coverage.)

Section 3. Optical Coverage: The Commissioners shall reimburse each employee up to a maximum of two hundred dollars (\$200.00) per year in 1991, two hundred and twenty-five dollars (\$225.00) in 1992 and two hundred and fifty dollars (\$250.00) in 1993 for his and his family's expenses for eyeglasses and examinations upon presentation of receipts to the Commissioners.

Section 4. Prescription Coverage: The Commissioners shall reimburse each employee up to a maximum of two hundred dollars (\$200.00) per year in 1991, two hundred and twenty-five dollars (\$225.00) in 1992 and two hundred and fifty dollars (\$250.00) in 1993 for his and his family's expenses for prescriptions upon presentation of receipts to the Commissioners.

Section 5. Combining Coverage: The employee may elect to combine the maximum yearly coverage for Optical and Prescription reimbursement provided that the maximum, total yearly reimbursement per employee shall not exceed four hundred dollars (\$400.00) in 1991, four hundred and fifty dollars (\$450.00) in 1992 and five hundred dollars (\$500.00) in 1993.

#### ARTICLE X. Vacation

Section 1. Yearly vacations will be as follows:

- A. After 1 year to 7 years: 10 days
- B. After 8 to 14 years: 15 days
- C. After 15 years: 20 days

Vacation choices with respect to available dates shall be on the basis of Seniority.

Section 2. Only one Driver/Firefighter may be on vacation at a time. Employees must give at least two (2) days notice for each consecutive vacation day, i.e. two (2) consecutive vacation days - four (4) days notice; five (5) consecutive days - ten (10) days notice.

Section 3. Non-Cumulative: All yearly vacation must be completed prior to December 31st of each year. If, at the end of any year employee has failed to use any vacation time employee shall be paid in full for such unused time.

Section 4. Injured Personnel: Any employee injured in the line of duty preceding his or her vacation shall not be penalized and the vacation shall be rescheduled for a period which is mutually agreeable between the employee and the Commissioners.

#### ARTICLE XI. Holidays

Section 1. The Commissioners agree to compensate each employee, in addition to the regular salary and as additional compensation, eight (8) days during calendar year 1991, nine (9) during 1992 and ten (10) during 1993, as holiday pay. Such compensation is equal to twelve (12) hours pay at the employee's individual hourly pay. This payment is to be made on the first pay day in November. The Fire Inspector shall be entitled to leave with pay on the following holidays:

New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. (In addition, Day after Thanksgiving in 1992 and President's Day in 1993). If a holiday falls of a Saturday or Sunday leave shall be taken on the day immediately before or after the Holiday.

ARTICLE XII. Salaries

Section 1. The employees within Fire District No. 6 shall be paid in accordance with the following salary schedule:

<u>FIREFIGHTER/DRIVER</u> <u>FIRE INSPECTOR</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
STEP I	\$24,500	\$25,800	\$27,000
STEP II	\$25,300	\$26,600	\$28,200
STEP III	\$26,100	\$27,500	\$29,100
STEP IV	\$26,900	\$28,300	\$30,000
STEP V	\$27,700	\$29,200	\$30,900
STEP VI	\$28,600	\$30,100	\$31,900

Section 2. On January 1st of each year all employees not at the top of their respective guides will, in addition to the "across the board" negotiated increases, advance one additional step on his or her salary guide. For example, an employee who was at the 2nd step as of December 31, 1991 will be placed at the 3rd step of the salary guide as of January 1, 1992.

Section 3. The above salaries are intended to cover base salaries only and not to limit longevity stipends, overtime pay, etc. with respect to those Employees who are entitled to same, if any.

Section 4. In addition to base pay, effective January 1, 1992 all eligible employees shall receive a longevity stipend of 2% of base pay per year after completing six (6) years of service to the district. (A pro rata amount will be paid to employees who pass their anniversary dated after January 1, 1992.)

#### ARTICLE XIII. Pensions

The Commissioners will provide pension and retirement benefits and contribute heretofore to all employees covered by this Agreement under the Public Employee Retirement System pursuant to provisions of the statutes and Laws of the State of New Jersey. The Commissioners further agree that the parties may reopen the issue of pensions as stated in Article III.

#### ARTICLE XIV. Grievance Procedures

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation, (alleged or otherwise), of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and or statute which actually affects working conditions.



A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings.

Grievance, disputes or controversies which may arise shall be resolved in the following manner:

Section 1. A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the section of the Agreement, Rule, Regulations or Statute which has been allegedly violated, misapplied or as to which the dispute arises.

d. It shall state the relief requested.

e. It shall contain the date of the alleged dispute, controversy, or issue.

f. It shall be signed by the grievant.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) days after he or she knew or should have known of its existence, the aggrieved employee's grievance shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the commissioner in charge of personnel.

In no event shall a grievance be initiated more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The commissioner in charge of personnel shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within fourteen (14) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, then the grievant may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration or Court process shall begin within forty five (45) days after receipt of a written resolution from the Commissioners.

Section 4. Arbitration.

a. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

b. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

c. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Commissioners and the FMBA, to make his best effort to rule on the cases heard by him within twenty-one (21) calendar days after the hearing.

d. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

e. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

f. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

ARTICLE XV. Maintenance of Benefits

Both the Commissioners and the FMBA agree that all benefits and conditions of employment presently in effect for employees be maintained except where modified pursuant to this Agreement.

ARTICLE XVI. General Provisions

a. Both the Commissioners and the FMBA acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein of default hereunder shall be deemed a waiver of any subsequent breach or default of same or similiar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

b. It is understood and agreed by and between the Commissioners and the FMBA that if any part of this Agreement is in conflict with applicable State or Federal laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

c. Notwithstanding any prior Articles, all paragraphs of this article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

ARTICLE XVII. Post-Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he or she investigated or was involved in prior to termination of his services, shall be compensated for such compensation as paid to the employees in the rank held immediately prior to termination exclusive of overtime. Employees who are required to appear for such appearance shall also be compensated for reasonable travelling expenses.

ARTICLE XVIII. Personnel Files

There shall be one Fire District No. 6 employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory materials included in their files. No reasonable request to view a file shall be refused, except that an employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by who, and whether any materials have been removed or photocopied.

ARTICLE XIX. Employee Representation

Section 1. The FMBA shall notify the Commissioners as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each station.

Section 2. Representatives of the FMBA, who are not employees of Hamilton Township Fire District No. 6, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representation matters by notifying the commissioner in charge of personnel provided that adequate notice is given and it doesn't interfere with normal operations.

ARTICLE XX. Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Commissioners in any way in the exercise of their rights, powers of authority which the Commissioners had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause.

ARTICLE XXI. FMBA Business Leave

Section 1. Negotiations: The members of the FMBA negotiating committee shall be permitted to change shift assignments for all meetings between the Commissioners and the FMBA for the purpose of negotiating the terms of the agreement, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 2. Grievance: The members of the FMBA Grievance Committee shall be permitted to change shift assignments for all meetings between the Commissioners of the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

ARTICLE XXII. Dues Check-off

Section 1. The Commissioners agree to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the FMBA. Employees will file authorization forms with the Commissioners, signed by each employee prior to such deduction.



Section 2. Pursuant to the Agency Shop Law, any new employee in the Bargaining Unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial appointment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a Representation Fee to the FMBA by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the employer by the FMBA. The FMBA may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular FMBA membership dues, fees and assessments.

The FMBA's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the FMBA and the Commissioners.

ARTICLE XXIII. Training and Education

It is understood and agreed by the Commissioners, that when prior approval of the Commissioners is given, time off shall be provided to employees who wish to attend Fire Training Schools, courses and/or seminars. Upon the successful completion of courses for which prior approval has been given by the Commissioners by employees furthering their education in firematics, said Employees shall be reimbursed that amount of tuition and fees and books of said paid course by the Commissioners.

ARTICLE XXIV. Discipline Procedures

Except as otherwise provided by law, an Employee shall not be removed from his or her office, employment or position for political reasons or for any cause other than incapacity, misconduct, or disobedience of rules and regulations established by the Commissioners for the benefit of the Fire District, nor shall such Employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as hereinabove provided and then only upon a written complaint, setting forth the charge or charges against the Employee. Said complaint shall be filed with the Secretary of

the Board of Fire Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall be no less than ten (10) nor more than thirty (30) days from the date of service of the Complaint. A failure to substantially comply with said provisions as to the service of the Complaint shall require a dismissal of the Complaint.

ARTICLE XXV. Military Leave

Any employee who is ordered to active duty to be a component of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority.

ARTICLE XXVI. Miscellaneous Provisions

Section 1. In the event of retirement or death, the employee or his Estate shall receive vacation and holiday pay accumulated as of that date. The employee's vacation pay shall be in the same amount had he worked his standard schedule as presently computed.

Section 2. The Commissioners shall maintain Worker's Compensation Insurance for employees pursuant to N.J.S.A. 34:15-1 et seq.

Section 3. Each employee shall initially serve a six (6) month probationary period. Said period may be extended to a maximum of one (1) year by the Commissioners.

Section 4. Each employee shall submit to an annual physical exam. Said exam shall be paid for by the Commissioners, who shall select a physician to perform this exam.

IN WITNESS WHEREOF, the Commissioners and the FMBA have caused these presents to be signed by their duly authorized representatives, and the Seal of the Board of Fire Commissioners herunto affixed.

FOR THE COMMISSIONERS:

Kenneth C. Crosley  
Kenneth Crosley

Thomas Innes  
Thomas Innes

Ward Kingston  
Ward Kingston

Gregory Lucidi  
Gregory Lucidi

Richard Seeds  
Richard Seeds

ATTESTED BY:

Daniel J. Graziano, Jr., Esq.

FOR THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 84:

John Marcucci  
John Marcucci

Scott Nadolny  
Scott Nadolny

ATTESTED BY:

Stephen B. Hunter, Esq.